

TITLE SHEET

800 Response Information Services LLC

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for the provision of non-residential switched intrastate telecommunications services furnished by 800 Response Information Services LLC, with principal offices at 200 Church Street, Burlington, VT 05401. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Public Service Commission of Kentucky. Copies may be inspected during normal business hours at the company's principal place of business.

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Effective: _____, 2005

By 
Executive Director

CHECK SHEET

Pages 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
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TARIFF FORMAT

1. Sheet Numbering - Sheet numbers appear in the upper right-hand corner of the page. Sheets are numbered sequentially. When a new sheet is added between existing pages with whole numbers, a decimal is added. For example, a new page added between sheets 11 and 12 would be sheet 11.1.

2. Sheet Revision Numbers - Revision numbers also appear in the upper right-hand corner of the sheet. These numbers are used to indicate the most current sheet version on file with the PSC. For example, the 4th Revised Sheet 13 cancels the 3rd Revised Sheet 13. A revision may be suspended by the PSC for further review and consideration. Consult the Check Sheet for the sheets currently in effect.

3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
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4. Check Sheet - When a tariff filing is made with the PSC, an updated Check Sheet or Sheets accompany the tariff filing. The Check Sheet(s) lists the page(s) contained in the tariff, with a cross reference to the current Revision Number. When new page(s) are added, the Check Sheet(s) are changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check Sheet(s) if these are the only changes made to them (i.e., the format, etc. remains the same, just revised revision levels on some page(s)). The tariff user should refer to the latest Check Sheet(s) to find out if a particular page is the most current on file with the PSC.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | | |
|---|---|---|
| C | - | to signify a changed regulation |
| D | - | to signify a discontinue or deleted rate or regulation |
| I | - | to signify a rate increase |
| M | - | to signify tariff information moved to a different page without any change |
| N | - | to signify a new or changed rate or regulation |
| R | - | to signify a rate reduction |
| T | - | to signify a change in text but no change in an existing rate or regulation |

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SERVICE AREA MAP

800 Response Information Services LLC will provide intrastate service throughout the State of Kentucky.

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SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Carrier to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Call Reporting System - A computerized system for providing detailed, real-time reports of call records, including calls that are not completed due to busy signals and ring-no-answers, via the internet.

Common Carrier - A company or entity providing telecommunications services to the public.

Carrier or Company - Refers to 800 Response Information Services LLC.

Completed call - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

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SECTION 1 – DEFINITIONS Continued

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the company's point of presence.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Kentucky.

Residential customer - A customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.

Resp. Org. - Responsible Organization or entity identified by an 8XX service Customer that manages and administers records in the SMS 800 Database.

Service - Any telecommunications service(s) provided by the carrier under these schedules.

Station - A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Toll Free Service – An interexchange service offered pursuant to this tariff for which the called party is assigned an 8XX-NXX-XXX number and is billed for calls terminating at that number.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

PSC - Used throughout this tariff to mean the Public Service Commission of Kentucky.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

Service is offered to non-residential Customers of the Company to provide toll free service originating and terminating partially or wholly within the State of Kentucky, using the Company's network configuration. The Company provides switched inbound toll free long distance services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS Continued**2.3 Use of Services**

- 2.3.1 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.2 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.4 Liability

- 2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.
- 2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the charge for the affected call. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided

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SECTION 2 - RULES AND REGULATIONS Continued

Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4 The Company is not liable for any act or omission of any entity, other than employees or agents of the Company, furnishing facilities or services connected with or provided in conjunction with the Company's services.
- 2.4.5 The Company shall be indemnified and held harmless by the Customer against: all claims for libel, slander, or infringement of copyright or trademark arising out of the material, data, information, or other content transmitted over the Company's facilities, and any other claim arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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SECTION 2 - RULES AND REGULATIONS Continued**2.5 Interruption of Service**

- 2.5.1 The Company will attempt to provide continuous and uninterrupted service. If the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 2.5.2 Upon customer request, the Company will credit a Customer's account for service interruptions which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit for services, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for the service affected for each full hour of the interruption.
- 2.5.3 The following formula shall apply for interruptions lasting more than two continuous hours:

$$\text{Credit} - \frac{A \times B}{720}$$

"A" - outage time in hours (must be a continuous duration of two hours or more.)

"B" - total monthly charges for affected service

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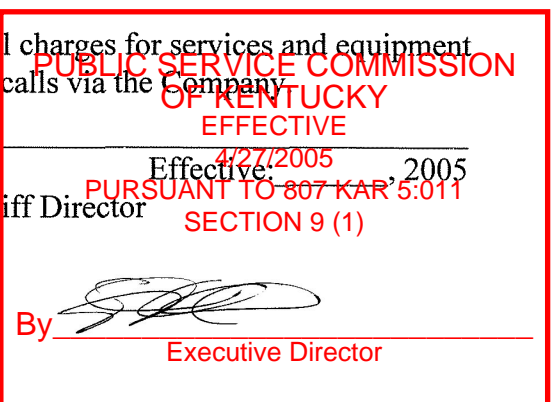
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SECTION 2 - RULES AND REGULATIONS Continued**2.6 Responsibilities of the Customer**

- 2.6.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.6.2 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
- 2.6.3 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.6.4 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.6.5 The Customer is responsible for ensuring that the customer premise equipment is compatible with the Company's facilities or services.
- 2.6.6 The Customer must pay the Company for replacement or repair of damage to the service or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of service provided by Customer.
- 2.6.7 The Customer must pay for the loss through theft of any Company service connected at Customer's premises only if the Customer has failed to take reasonable precautions to prevent such theft of service.
- 2.6.8 Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.
- 2.6.9 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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SECTION 2 - RULES AND REGULATIONS Continued

2.6.10 All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be reported to the Company or its billing agent within 60 (sixty) days of the date of the invoice on which the protested charge appears. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7 Cancellation of Services

2.7.1 The Company, upon ten days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.1.A Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.

2.7.1.B A violation of any regulation governing the service under this tariff.

2.7.1.C A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.7.1.D Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.7.1.E For Customer's breach of contract for service between the Company and the Customer.

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SECTION 2 - RULES AND REGULATIONS Continued

2.7.2 Except as otherwise provided in a service contract as specified in section 2.11 below which is signed by the Customer and approved by the Company, the Customer or Company may terminate the Toll Free Services without cause by providing sixty days advance written notice, or upon shorter notice if directed to do so by a court, the Public Service Commission of Kentucky, or other competent legal authority. In the event the Customer terminates Toll Free Services for which it prepaays the per minute fees monthly in advance, the Customer shall not be reimbursed for any minutes that it prepaid for the month during which the termination of service becomes effective. This tariff shall remain in effect during the notice period.

2.8 Deposits

If the Company restores Service to a Customer whose Service was terminated or suspended for non-payment, the Company may require a deposit from the Customer of up to two months' estimated charges which the Company may apply against overdue charges. The Company does not otherwise require a deposit from the Customer. The Company shall pay interest on all deposits at the rate prescribed by law, which as of the effective date of this Tariff is 6%.

2.9 Taxes

All federal, state and local sales, use, gross receipts, excise, privileges and similar taxes, are billed as separate line items and are not included in the rates quoted in this tariff, unless otherwise provided in this tariff.

2.10 Customer Complaints and/or Billing Disputes

2.10.1 Customer inquiries or complaints regarding service or accounting may be made to the Company in writing, telephone, or any other mutually agreeable means of communication. The Company shall provide an address and toll-free telephone number to the Customer for lodging complaints, inquiries or disputes with each bill rendered. The Company shall provide representatives or agents to receive such customer communication who have authority and information to fully resolve customer complaints or disputes.

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SECTION 2 - RULES AND REGULATIONS Continued

2.10.2 In the event of a dispute concerning an invoice, the Customer must pay a sum equal to the amount of the undisputed portion of the bill. The Company shall continue to treat disputed portions of a Customer's bill as disputed so long as the consumer continues to pursue a dispute resolution. If the customer has requested resolution of a dispute by the PSC, the Company shall consider the dispute active until otherwise ordered by the PSC. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.11 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, monthly prepayment option, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms. Any special contracts and service arrangements that vary from the terms and conditions and fees contained in this Tariff must be in writing and filed with the Commission.

2.12 Additional Terms of Service

In addition to the rules and regulations contained herein, interstate and non-telecommunications services shall be subject to additional terms and conditions that the Company posts from time to time on its web site:
www.800responseInformationServices.com. In the event of a conflict between this tariff and the additional terms and conditions posted on the web site, the terms of this tariff shall prevail.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Service Offerings**

The Company's Intrastate Service is offered for the provision of inbound Toll Free Services.

3.1.1 The Customer may contract with the Company to use a shared use toll free number. Shared use numbers are controlled by an enhanced service provider. The enhanced service provider, and not the Customer, is the toll free service end user for purposes of the SMS Database, and shall have the exclusive right to select the Underlying Carrier and to change routing arrangements and/or the RESP ORG. At the request of the enhanced service provider, the Company provides toll free service to multiple end users using the same toll free number. Calls to a Customer's shared use toll free number will only be terminated to the Customer if they originate in the NPAs (area codes) identified in the service contract with the Company. Calls placed to a shared use toll free number from cellular phones or other wireless devices may not be completed if more than 10 digits are dialed by the caller.

3.2 Determination of Call Duration and Timing of Calls

3.2.1 Calls commence when the call is completed. The chargeable time ends when the calling station releases the circuit. If the calling station does not release the circuit, the chargeable time ends when the circuit is released by automatic timing equipment in the telecommunications network.

3.2.2 All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.

3.2.4 Calls are not distance sensitive.

3.2.5 A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods.

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SECTION 3 - DESCRIPTION OF SERVICE Continued

3.3 Rates

- 3.3.1 Actual rates are specified in Section 4 of this tariff. All fractional cent charges are rounded to the nearest cent on a per call basis.
- 3.3.2 Rate Factors – The rate for a call is determined by the service option selected by customer and the duration of the call.

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SECTION 4 - RATES**4.1 Inbound Toll Free Service****4.1.1 Standard Plan**

Rate per minute - \$.0990

Plan is billed in six second increments with a 30 second minimum.

4.1.2 Prepaid Plans

The following are available prepaid monthly plans. All plans are billed in six second increments with a 30 second minimum. The monthly plan rate is billed and paid monthly in advance. Monthly overages that exceed the specified number of minutes for each plan accrue and are billed monthly:

4.1.2.A Platinum 500

Monthly rate for the first 500 Minutes - \$44.50

Rate per minute over 500 Minutes - \$.0990

4.1.2.B Platinum 1000

Monthly rate for the first 1,000 Minutes - \$89.00

Rate per minute over 1,000 Minutes - \$.0990

4.1.2.C Platinum 2500

Monthly rate for the first 2,500 Minutes - \$197.00

Rate per minute over 2,500 Minutes - \$.0990

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SECTION 4 – RATES Continued

4.1.2.D Platinum 5,000

Monthly rate for the first 5,000 Minutes - \$345.00

Rate per minute over 5,000 Minutes - \$.0990

4.1.2.E Platinum 10,000

Monthly rate for the first 10,000 Minutes - \$690.00

Rate per minute over 10,000 Minutes - \$.0690

4.1.3 Term Plans

Term plans are available in conjunction with the standard plan or the prepaid plans as follows:

12 month term: 3% discount on all monthly recurring charges following first renewal

18 month term: 3% discount on all monthly recurring charges following first renewal

24 month term: 3% discount on all monthly recurring charges following first renewal

4.2 **Payment of Calls**

4.2.1 Late Payment Charges

A late payment charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old. Penalty charges will not be assessed on unpaid penalty charges.

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SECTION 4 – RATES Continued

4.2.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.3 **Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

4.4 **Payphone Surcharge**

A surcharge will be assessed for each call made from a payphone to an inbound toll free number at the tariffed rate of the Underlying Carrier.

4.5 **Missed Call Reports**

Customers who elect to receive missed call reports will be charged a flat fee for each incomplete call reported, in accordance with the contract for enhanced services between the Customer and the Company.

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SECTION 5 - PROMOTIONAL OFFERINGS

5.1 Promotions:

- 5.1.1 The Company may, from time to time, as filed and approved by the PSC, offer promotions to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations.

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Issued: March 28, 2005

Issued by: Stephanie Perrotte, Tariff Director
PO Box 1049
200 Church Street
Burlington, VT 05402

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Effective 4/27/2005, 2005

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

800response

ABC Trading Company
Account No. 863999

Invoice Date 08/01/05

Usage	
Toll Free Usage	0.00
Usage Sub Total	0.00
Custom 800 Service Fees for 07/01/05-07/31/05	
Standard Package	0.00
Custom 800 Service Fees Subtotal	0.00
Federal USF Fee	0.00
Federal Excise Tax	0.00
State Tax	0.00
County Tax	0.00
Total Current Charges	0.00

Please note that you may view your call detail report anytime by logging into the reports section of our website www.800responseinformationservices.com. If you have questions about our online reporting or need to confirm your username and password, please contact customer service by email at customerservice@800response.com or by calling 1-800-639-1650.

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Executive Director